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## ARTICLE I - RECOGNITION/DEFINITIONS

1.01 The BOARD recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative for all classified EMPLOYEES listed in Section 1.02.

1.02 Such classified EMPLOYEES include:

Accounting Clerk (Business Office, Maintenance and Transportation), Attendance Assistant, Bookkeeper (High School, Business Office and LWIT), Title I Inventory Clerk, Title I Proctor, Community Outreach Specialist, Computer Operator (District), Data Entry (District), Data Entry/Maintenance, Data Entry/Transportation, Data Entry Clerk/School, Data Entry Specialist (Title I), District General Office Assistant, District Media Library Clerk, District Translator/Interpreter, ESE Behavior Management Paraprofessional, ESE Job Coach, ESE Parent Liaison, ESE Prekindergarten-Grade 12 Program Assistant, ESE Secretary, ESOL Tutor, General Assistant, General School Secretary, General Secretary (Administration), General Secretary C & I, Grant Liaison I, Grant Liaison II, Grant Liaison III, Guidance Secretary, Head Start Para-Teacher, Head Start Parent Coordinator, Hearing Impaired Interpreter, Home-School Dropout Tracking Liaison, Home-School Liaison, Instructional Materials Assistant, ISS Assistant, LPN Licensed Assistant, Migrant Records Clerk, Para Advocate, Para-professional, Payroll Assistant, Payroll Clerk (District), Prekindergarten Assistant/General, Prekindergarten Assistant/Safety, Production Assistant, Property Clerk, Reading Laboratory Assistant, School Receptionist, Secretary/Activities Coordinator, Secretary/Data Processing, Secretary/Federal and State Grants, Secretary to Middle School Assistant Principal, Secretary/High School Assistant Principal, Secretary/LWIT, Secretary (Work Adjustment/Work Evaluation), Secretary to Administrator of Vocational and Adult Education, Secretary to Director/Accountability/Staff Development & School Improvement, Secretary to Director/ESE, Secretary to Director/Food Service, Secretary to Director of Instructional Services/Secondary, Secretary to Director/Plant Planning, Secretary to Director/Purchasing, Secretary to Director/Research/Testing & Evaluation, Secretary to Director/Transportation and Maintenance, Secretary to Director of Career, Technical and Continuing Education, Severely Handicapped Program Assistant (PMH, TMH, EH, SED & PI), STAY Driver Liaison, Summer School Secretary, Title I Parent Involvement Assistant, Title I Resource Secretary, Tutor and User Support Assistant

1.03 The following terms used within this Agreement shall have the following meaning:

1.031 "EMPLOYEE(S)" shall refer to any personnel of the School Board of Collier County, Florida, listed in 1.02 of this Agreement who are regularly scheduled for a minimum of 20 hours per week.

1.032 "BOARD" shall refer to the School Board of Collier County, Florida.

1.033 "ASSOCIATION" shall refer to the Collier County Association of Educational Office and Classroom Assistant Personnel, the exclusive representative of those classified EMPLOYEES listed in 1.02.

1.034 "SUPERINTENDENT" shall refer to the chief executive officer and secretary of the School Board of Collier County, Florida, who has the responsibility for the execution of all rules and regulations of the BOARD and administering the public schools of Collier County.

1.035 "SUPERVISOR" shall refer to the immediate supervisor of the EMPLOYEE.

1.036 "SUBSTITUTE EMPLOYEE" shall refer to an individual hired on a temporary basis not to exceed six continuous calendar months to fill a position temporarily vacated by a regular EMPLOYEE. SUBSTITUTE EMPLOYEES are specifically excluded from the bargaining unit.

- 1.037 "LIGHT DUTY" shall refer to a temporary assignment given to an EMPLOYEE who is on Worker's Compensation. The assignment shall not extend beyond ninety (90) days without an administrative review of the EMPLOYEE having reached maximum medical improvement. LIGHT DUTY positions shall be in addition to current CCAEOCAP allocations, not in place of them.

## **ARTICLE II - NEGOTIATION PROCEDURES**

- 2.01 It is understood and agreed by both parties that this contract represents their full and entire agreement. It may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- 2.02 Any provision of BOARD policy that is in force and effect on the day this Agreement is signed, and which is NOT by specific reference made a part of this Agreement, may be amended unilaterally by the BOARD in the manner provided for in the Official Policy Manual of the BOARD.
- 2.03 The parties agree that their representatives shall have the authority and power to negotiate. Upon completion of these negotiations, the tentative agreements signed by the representatives designated by each party shall be supported by the respective representatives throughout the ratification process. Ratification by a majority of the BOARD and a majority of the membership of the ASSOCIATION voting shall be required before the Agreement is binding on the parties.
- 2.04 In the event that either or both of the parties, during the course of negotiations, make a written declaration that an impasse exists; the parties agree that such declared impasse shall follow the steps as set forth in Florida Statute 447.403.
- 2.05 Negotiations on a successor agreement shall commence no later than December 1, 2005.

### ARTICLE III - ASSOCIATION AND EMPLOYEE RIGHTS

- 3.01 The ASSOCIATION shall be permitted use of school centers or work centers after the official workday with prior approval of the Principal or SUPERVISOR. The ASSOCIATION shall initiate a Facilities Lease Agreement and reimburse the BOARD at an appropriate rate as determined by BOARD policy for the use of the facilities for any meetings which are thirty (30) minutes or longer in duration. No EMPLOYEE shall be excused from his work schedule to attend ASSOCIATION meetings or ASSOCIATION associated activities. This section shall not apply to EMPLOYEES granted ASSOCIATION LEAVE.
- 3.02 The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on appropriate and specifically assigned bulletin board space. Bulletin board space shall be provided in each school and work center. ASSOCIATION representatives shall have the right to use existing school site facilities for distribution of communications to members of the ASSOCIATION. A complimentary copy of all items distributed by the ASSOCIATION shall be provided to the Principal and/or SUPERVISOR at the site of posting or distribution. The ASSOCIATION is responsible for posting and removing material on its bulletin board space and for maintaining such boards in an orderly condition. A complimentary copy of all items distributed on a district-wide basis by the ASSOCIATION shall be provided to the Office of the SUPERINTENDENT at the time of distribution.
- 3.03 Duly authorized representatives of the ASSOCIATION shall be permitted to transact official ASSOCIATION business on BOARD property prior to or at the conclusion of the EMPLOYEE's workday, provided that this shall not interfere with or disrupt normal school operations. A current list of duly authorized representatives of the ASSOCIATION shall be provided to the Office of the SUPERINTENDENT upon request. Said duly authorized representatives shall be limited to officers or staff agents of the ASSOCIATION and its affiliate.
- 3.04 The BOARD agrees to furnish to the ASSOCIATION, in response to written requests, the following provided the request is submitted to the Office of the SUPERINTENDENT:
- a. Personnel directory
  - b. Policy manual and changes
  - c. Budget proposals
  - d. Annual financial statement
  - e. Scattergram
  - f. Salary data for BOARD EMPLOYEES (All reasonable costs incurred to produce this material shall be paid by the ASSOCIATION.)
  - g. Schedule of holidays and pay periods
  - h. Agendas and approved BOARD minutes
- The ASSOCIATION shall reimburse the BOARD at an appropriate rate as determined by BOARD Policy for duplication.
- 3.05 Upon receipt of the proper written authorization from the EMPLOYEE, the BOARD agrees to and shall deduct from the salary due such EMPLOYEE:
- a. Dues and uniform assessments in accordance with F.S. 447.303
  - b. Mutually approved group insurance plans
  - c. BOARD approved income-sheltered programs
  - d. Suncoast Schools Federal Credit Union
  - e. United Fund

The number and period of deductions for dues and uniform assessments shall be mutually agreed to between the ASSOCIATION and the SUPERINTENDENT or his designee. Such monies shall be remitted to the proper recipient(s) thereof.

- 3.06 The provisions of the Agreement shall be applied by the BOARD and the ASSOCIATION without regard to race, creed, color, religion, national origin, age, sex, marital status or handicapping conditions.
- 3.07 The EMPLOYEE's personnel file shall be maintained by the SUPERINTENDENT or his designee, and EMPLOYEES shall have the right to examine and obtain copies of any material in their personnel files. Copies shall be provided the EMPLOYEE upon request at the expense of the EMPLOYEE.
- 3.08 Any reprimand or other disciplinary action of an EMPLOYEE shall be conducted in private in a professional manner. The EMPLOYEE shall have the right to the presence of a witness of his choosing. The EMPLOYEE may request and be granted a delay of 48 hours for said meeting except in the case of an emergency. For purposes of this provision, discipline includes a verbal or written reprimand or a recommendation for suspension or termination.
- Any incident of harassment upon an EMPLOYEE by an administrator shall be grounds for a formal grievance in accordance with Article 9 exclusive of the right to proceed beyond Level II of the grievance procedure. Final responses to the Level II disposition shall not be required.
- 3.09 EMPLOYEES shall be entitled to free admission to school-sponsored athletic events within the Collier County School District which are below the tournament level. The EMPLOYEE shall be responsible for providing proper identification in order to gain admission.
- 3.10 An EMPLOYEE shall be reimbursed for damage or destruction of personal property resulting directly from an illegal action against an EMPLOYEE while engaged in the performance of his duties. Such request may not be made for damage or destruction to the home of the EMPLOYEE. An EMPLOYEE may request reimbursement to his auto up to a maximum of \$250 toward the EMPLOYEE's personal auto deductible only if it is demonstrated that damage to his auto occurred on school property as a result of student vandalism while the EMPLOYEE was working in an official capacity. Reimbursement shall not be considered for damage reports submitted more than 48 hours from the alleged vandalism.
- 3.11 An EMPLOYEE whose Supervisor has denied or failed to recommend approval of a leave requested under the provisions of Article XI may appeal such decision directly to the next supervisory level and, if necessary, to the SUPERINTENDENT or his designee for timely reconsideration.

## **ARTICLE IV - WORKING CONDITIONS**

### **4.01 Health and Safety:**

- 4.011 The BOARD and each EMPLOYEE shall be subject to the provisions of the Workers Compensation Section of Florida Statutes in providing for a safe working environment for all EMPLOYEES.
- 4.012 Any EMPLOYEE who first has reported to his SUPERVISOR any claim of an unhealthy or hazardous condition may submit such claim through the ASSOCIATION to the SUPERINTENDENT for his review.
- 4.013 EMPLOYEES who may be at risk for exposure to bloodborne pathogens will be provided with the required training and materials to deal with such circumstances in keeping with BOARD policy.

### **4.02 The normal work week for regular full-time, educational, office and classroom assistant EMPLOYEES shall consist of 40 hours.**

- 4.021 The SUPERINTENDENT, or his designee, may direct EMPLOYEES to work overtime when necessary. If EMPLOYEES are directed to work overtime, they shall be compensated at the rate of time-and-one-half (1-1/2) of their normal hourly rate for all time worked beyond forty (40) hours per week.
  - 4.0211 EMPLOYEES directed to work on official school holidays shall be compensated at time-and-one-half (1-1/2) of their normal hourly rate.
  - 4.0212 Official school holidays shall be considered as duty days in determination of overtime eligibility.
  - 4.0213 For 250-day EMPLOYEES, official school holidays shall be defined as those days not included as workdays in their official calendar. For EMPLOYEES whose official calendar is less than 250 days, official school holidays shall be defined as those days not included as workdays in the official calendar for their positions nor in the official calendar for 196-day EMPLOYEES. However, for purposes of this Section, contracts may be extended prior to and after the official calendar dates for the EMPLOYEE's position at straight time.
  - 4.0214 EMPLOYEES shall not be directed to work more than twelve (12) hours on any regular workday or more than sixty (60) hours for any one week. However, EMPLOYEES are free to accept overtime work beyond the hourly limits set forth herein. The SUPERVISOR shall consider personal hardship of individual EMPLOYEES in requiring overtime work.
- 4.022 All regular full-time EMPLOYEES shall receive a duty-free, paid, consecutive thirty (30) minute lunch period each workday. On occasion, circumstances may require a deviation from the "duty-free" concept.
- 4.023 All regular EMPLOYEES shall receive not less than fifteen (15) minutes of break time daily to be scheduled at the discretion of the SUPERVISOR. Extenuating circumstances occasionally may require the SUPERVISOR to cancel breaks.

### **4.03 Working hours shall be established by the SUPERINTENDENT or his designee.**



- 4.04 EMPLOYEES assigned in writing by their immediate SUPERVISOR to replace an EMPLOYEE on short term leave for more than twenty (20) consecutive full workdays during any one school year in a job title higher than their respective salary classification within the bargaining unit will be compensated at the salary rate commensurate to the temporary classification commencing on the 21st day of assignment to that temporary classification retroactive to the first day. The additional compensation shall be paid on the next payroll date following the twentieth day.
- 4.05 EMPLOYEES will not be directed to perform duties after the normal workday or contract year without compensation as set forth in this Agreement. Extra-duty assignments may be offered to EMPLOYEES at the discretion of the immediate SUPERVISOR.
- 4.06 Each EMPLOYEE shall be provided a current copy of his job description by the District's Human Resources Division upon request. The ASSOCIATION shall be provided a set of the job descriptions of all EMPLOYEES represented by the ASSOCIATION. Proposed bargaining unit job descriptions, additions and revisions shall be forwarded to the ASSOCIATION for its review and input in advance of the BOARD's action on such job descriptions.
- 4.07 The Official School Work Calendar will be made available to all EMPLOYEES prior to June 1 for the subsequent year.
- 4.08 The ASSOCIATION and each affected EMPLOYEE shall be given written notification not less than thirty (30) calendar days prior to the BOARD's meeting to take action to reduce the length of the EMPLOYEE's workday, the number of contract days or the elimination of an EMPLOYEE's assigned position or job title. In the event it is necessary to reduce the number of days or daily hours of one or more employees, the administration will do so in a fair and equitable manner. Consideration will be given to the needs of the students, the needs of the District, training and skills, performance evaluations, and seniority.
- 4.09 Summer School Employment:
- 4.091 Selection Criteria for Appointment to Summer School Positions:
- a. EMPLOYEES with less than three contract years of full-time service with CCPS would NOT be considered for summer school employment except in such situations where no appropriately certificated or qualified candidates with at least three years of full-time CCPS service had applied.
  - b. EMPLOYEES may apply for summer school positions that they currently hold or for a position in which they have a minimum of one (1) year's prior experience.
  - c. Following adherence to items 'a' and 'b' above, EMPLOYEES shall be given priority consideration for appointment to summer school positions consistent with the needs of the District. Such priority consideration may be set aside in order to provide the District the opportunity to assure that the staffing of all summer school positions initially has provided equitable assignment of minority applicants and fairly represents schools throughout the district.
  - d. The special requirements for meeting the needs of Exceptional Student Education, when necessary, may take precedence to the criteria listed above.
- 4.092 Summer School Employment Benefits:
- EMPLOYEES assigned to the BOARD'S summer school program shall be entitled to the following benefits:

- a. EMPLOYEES working at least a 6-hour day in the summer school program shall receive a 30-minute paid lunch as a part of their regular workday.
- b. Each EMPLOYEE who is scheduled to work at least one-half of the summer school program shall earn two (2) days of paid sick leave at the conclusion of the first day the EMPLOYEE actually works in summer school. However, no EMPLOYEE shall earn more than twelve (12) days of sick leave in a fiscal year. Such sick leave shall be cumulative from summer school to the regular school year. Sick leave earned during the EMPLOYEE's regular contract period may not be used during summer school. A day of sick leave is defined as the number of hours regularly scheduled to be worked per day in summer school. Any EMPLOYEE who works less than one-half of the summer school program will not earn leave.
- c. Each EMPLOYEE shall be entitled to one (1) day personal leave from the two (2) days of sick leave posted in "b" above. Such personal leave shall be charged against the sick days earned for summer school and is noncumulative. However, no EMPLOYEE may utilize more than six (6) days of personal leave in a fiscal year.
- d. Other types of leaves permitted in the summer school program are Jury Duty, Illness-in-Line-of-Duty, and ASSOCIATION Leave. ASSOCIATION Leave shall be at the discretion of the EMPLOYEE's SUPERVISOR.

4.10 An EMPLOYEE may request in advance to deviate from his normal daily work schedule by up to sixty (60) minutes. If said option is approved by the immediate SUPERVISOR, the time shall be made up during the same work week at a time determined by the SUPERVISOR.

4.11 All EMPLOYEES are eligible for Compensatory Time. Compensatory Time will be utilized only in those instances when the flex-time provisions of Article 4.10 will not meet the needs of the district. All compensatory time records will comply with the provisions of the Fair Labor Standards Act. In addition, all recorded compensatory time will be either exhausted or paid at the conclusion of each fiscal year.

## **ARTICLE V - ASSESSMENT**

- 5.01 Each EMPLOYEE shall receive a written assessment from his SUPERVISOR at least once each year. Such assessment is to be completed not less than thirty (30) calendar days prior to the expiration of his current contract year. Probationary EMPLOYEES shall be assessed at least once within the first four months of their probationary period.
- 5.02 Any EMPLOYEE shall have the right to respond in writing to assessment forms placed in his personnel file and to submit additional information pertinent to the assessment to be placed in the file. Such written response or additional information shall be submitted by the EMPLOYEE within ten (10) working days of his receiving a copy of the assessment form.
- 5.03 Each EMPLOYEE shall be given a copy of any assessment document at the time it is placed in the EMPLOYEE's personnel file.
- 5.04 A SUPERVISOR may use a memorandum to notify an EMPLOYEE of any area of proper concern and may include such memorandum in the assessment report of the EMPLOYEE. The EMPLOYEE shall have the right to respond in writing to any such memorandum and this response shall be included as part of the assessment report. Such written response shall be submitted by the EMPLOYEE within ten (10) working days of his receiving the memorandum.
- 5.05 The parties recognize that the significance and value of assessment is to assure that there are both a procedure for determining levels of performance and a process for assisting in the progress and success of all EMPLOYEES. Although the assessment procedure is a function of management, it is also a proper concern of EMPLOYEES.
- 5.06 Any EMPLOYEE being recommended for termination based on charges of incompetency shall have received at least two (2) written assessments not less than thirty (30) calendar days between each assessment.
- 5.07 Prior to the finalization of a written assessment, the EMPLOYEE shall be provided the opportunity to discuss the assessment draft with the evaluator. It is the responsibility of the evaluator to inform the EMPLOYEE of the data upon which his assessment is based.

## **ARTICLE VI - REDUCTION IN FORCE/SENIORITY**

6.01 In the event it is necessary to have a reduction in staff; the SUPERINTENDENT, in accordance with the provisions set forth in this article, shall determine which EMPLOYEES are to be retained. In the event of layoff, the order of reduction shall be as follows:

- a. Probationary EMPLOYEES shall be laid off first by using performance evaluations. The probationary period shall be six (6) months for any position held.
- b. Non-probationary EMPLOYEES shall be laid off after all probationary EMPLOYEES have been laid off. EMPLOYEES shall be laid off by using the criteria below:
  1. Needs of the school system
  2. Performance evaluations
  3. Training
  4. Seniority

In the event that two or more EMPLOYEES are, in the judgment of the SUPERINTENDENT, equal on the basis of the needs of the school system, performance evaluations and training, then the least senior EMPLOYEE shall be laid off first.

School Board seniority shall be defined as the total length of continuous service with the School Board of Collier County. Approved leaves and layoffs of one year or less shall not be considered an interruption of continuous service. Seniority shall be district-wide and shall date from the effective date of employment.

EMPLOYEES shall be laid off by specific job classifications as referenced in Article 1.02 and by the following geographic areas: a) Naples/Marco, b) Everglades City, c) Immokalee

It is further agreed that any layoff pursuant to this Article automatically shall terminate the individual employment contract of all laid-off EMPLOYEES and shall suspend, for the duration of the layoff, the BOARD'S obligation to pay salary or fringe benefits under any laid-off EMPLOYEE's individual or supplemental employment contract as well as all benefits under this Agreement.

When an EMPLOYEE has been promoted or reassigned to another position in the unit and when the EMPLOYEE's new job title is subject to Reduction In Force (RIF), upon request, the EMPLOYEE shall be placed in his prior job title for the purpose of implementing this Section. Said EMPLOYEE must make the request in writing within ten (10) calendar days of notification that the EMPLOYEE's position is subject to RIF. The notification date shall be the date of postmark of the notification to the EMPLOYEE. The date of request shall be the date of postmark of the request to the district.

6.02 EMPLOYEES shall be given fourteen (14) calendar days notice prior to any layoff. At least ten (10) workdays prior to the conclusion of the school year, the ASSOCIATION shall be given written notification of any anticipated layoff.

6.03 Any EMPLOYEE on layoff shall be recalled to a vacancy within his classification by job title in inverse order of layoff provided he is qualified for the vacancy as determined by the SUPERINTENDENT. An EMPLOYEE who accepts a position outside his job title shall retain his position on the recall list.

An EMPLOYEE's failure to respond affirmatively within ten (10) calendar days from dispatch of the Employer's letter sent by certified mail to the EMPLOYEE's address on file in the Personnel Office shall result in termination of the EMPLOYEE's rights of recall.

6.04 EMPLOYEES shall lose their seniority and recall rights as a result of the following:

- a. Termination
- b. Retirement
- c. Resignation
- d. Layoff exceeding one (1) year
- e. Failure to report to Personnel Office intention of returning to work within ten (10) days of dispatch of a certified letter notifying the EMPLOYEE of recall
- f. Failure to report to the job at the end of approved leave within time limits prescribed

## ARTICLE VII - SUSPENSION AND TERMINATION

### 7.01 Probationary EMPLOYEES:

- 7.011 New EMPLOYEES hired in the unit shall be considered as probationary EMPLOYEES. The length of the probationary period shall be six (6) months for any position held. At the completion of the probationary period, the EMPLOYEE shall have earned seniority rights. There shall be no seniority rights among probationary EMPLOYEES. Leave days (excluding paid sick leave days) shall not be counted toward the fulfillment of completing the probationary period.
- 7.012 The SUPERINTENDENT, acting as an agent of the BOARD, shall have the right to discipline probationary EMPLOYEES covered under this Agreement, including reprimands and suspension. The BOARD has the right to terminate any probationary EMPLOYEE upon recommendation of the SUPERINTENDENT.

### 7.02 Non-Probationary EMPLOYEES:

- 7.021 Non-probationary EMPLOYEES reduced in rank or compensation, reprimanded, suspended without pay, or terminated shall be given the reason(s) therefor in writing. The grounds for suspension or termination of an EMPLOYEE shall be:
- a. Absent without leave
  - b. Drunkenness
  - c. Immorality
  - d. Misconduct on the job
  - e. Incompetency
  - f. Insubordination
  - g. Willful neglect of duty
  - h. Excessive tardiness and/or excessive absenteeism
  - i. Conviction of any crime involving moral turpitude
  - j. Use, possession, sale or intention to sell illegal narcotics and/or paraphernalia
  - k. Mislabeling or counterfeiting--attempting to sell any substance in lieu of a controlled substance
  - l. Failure to get along with fellow EMPLOYEES to the extent as to decrease the efficiency or well-being of the people the EMPLOYEE is hired to work with
  - m. Any other just cause
- 7.022 Non-probationary EMPLOYEES, within three workdays of being recommended for suspension without pay or recommended for termination by the SUPERINTENDENT, shall receive written notification of his decision. Such notification shall state the reason(s) for and the specific date(s) of the recommended suspension without pay or recommended termination.
- 7.023 Non-probationary EMPLOYEES who wish to file a grievance based upon suspension or termination may use the grievance procedure set forth in Article IX with the following exceptions:
- 7.0231 The grievance shall be submitted in writing to the SUPERINTENDENT directly, and the processing of such grievance shall be commenced at Level II.

7.0232 The grievance must be presented within five (5) days of the date on which the EMPLOYEE received written notification of his suspension or termination.

7.024 Non-probationary EMPLOYEES who are reinstated after suspension or termination which has been deemed improper shall be returned to work within the same job classification without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with the BOARD.

## ARTICLE VIII - PROMOTION/TRANSFER

- 8.01 The term "promotion" as used in this Article means the advancement of an EMPLOYEE to a higher rated job classification or the reassignment of an EMPLOYEE to a higher paying position within the bargaining unit.

The term "transfer" as used in this Article shall mean the reassignment of an EMPLOYEE to a different work site or position within the bargaining unit.

- 8.02 Any vacancy, addition of a new job title or classification, or change in job classification shall be posted not less than five (5) workdays prior to action by the SUPERINTENDENT or BOARD to fill such position(s).

Any probationary EMPLOYEE must complete the probationary period before requesting a transfer to the same position at another school. Any non-probationary EMPLOYEE who begins a school year contract must complete the current semester before requesting a transfer to the same position at another location. If both sending administrator and receiving administrator agree, the transfer restrictions may be waived.

- 8.03 Any laid-off EMPLOYEE may file an application with the Executive Director of Human Resources for any position he desires pursuant to Section 8.02 above.

- 8.04 If two applicants are considered to have equal qualifications as determined by the SUPERINTENDENT, then if a current EMPLOYEE is one of those two applicants, or if both applicants are current EMPLOYEES, the most senior EMPLOYEE shall fill the vacancy.

- 8.05 Any EMPLOYEE promoted to a new position as defined in Article 8.01 above may be returned to his previous position if a vacancy exists if his level of performance is unsatisfactory at any time during the probationary period of six (6) months in the new position.

- 8.06 Involuntary Transfer

- 8.061 Any involuntary transfer of an EMPLOYEE shall only be carried out as a result of staffing reallocation and shall be defined as the involuntary transfer of an EMPLOYEE from one work site to another. In selecting EMPLOYEES to be transferred involuntarily, the following criteria shall serve as the basis for such decision:

- a. The needs of the students/school system
- b. Prior experience and training
- c. District-wide seniority

- 8.062 In implementing an involuntary transfer, the following conditions shall be applicable:

- a. Requested transfers shall be considered prior to implementing an involuntary transfer of an EMPLOYEE.
- b. The EMPLOYEE shall be transferred within the geographic area (Naples/ Marco, Immokalee or Everglades City) of previous assignment.
- c. EMPLOYEES who are subject to an involuntary transfer shall have the first right of refusal to a position in their same job classification at their former work site.
- d. EMPLOYEES who are subject to an involuntary transfer may apply for other positions at their former work site. If they have qualifications equal to or better than other applicants, as determined by the SUPERINTENDENT, they shall be appointed to the position.



## ARTICLE IX - GRIEVANCE PROCEDURE

### 9.01 Definitions and Terms:

- 9.011 A "Grievance" is any formal claim of an EMPLOYEE by name, or a group of EMPLOYEES by name, affected by the same claim that there presently exists an alleged violation, misinterpretation or inequitable application of any provision of this Agreement.
- 9.012 A "Grievant" is any individual EMPLOYEE by name, or a group of EMPLOYEES by name, affected by the same claim.
- 9.013 The term "day" when used in this Article shall mean EMPLOYEE workdays. During any EMPLOYEE recess, the term day shall mean week days, exclusive of legal holidays.
- 9.014 The term "ASSOCIATION" shall include all authorized officers and members of the Collier County Association of Educational Office and Classroom Assistant Personnel.
- 9.015 The Grievance Form (GF) hereinafter referred to for use in the Grievance Procedure is attached to this Agreement and made a part hereof by this reference.
- 9.016 The Grievant shall have the right to accept or reject ASSOCIATION representation at all levels. ASSOCIATION representation may include legal and staff counsel as authorized by the ASSOCIATION.

### 9.02 Purpose:

The Grievance Procedure is created to secure, at the lowest possible administrative level, a solution to any Grievance after informal attempts to resolve in a satisfactory manner the subject matter of the Grievance have failed. The Grievance Procedure shall be conducted as confidentially as possible and without public disclosure until disposition has been reached at Level II.

### 9.03 EMPLOYEE's Initial Responsibility:

- 9.031 It is the desire and goal of both parties that all matters, which under this Agreement, would be the proper subject matter for a Grievance shall be resolved, if at all possible, without the filing of a formal Grievance; and every reasonable effort shall be used to reach a solution at this level.
- 9.032 In the event that an EMPLOYEE or a group of EMPLOYEES by name believes that there is a basis for a Grievance, he (they) shall, within ten (10) days after the event giving rise to the Grievance, discuss the alleged Grievance privately with his (their) SUPERVISOR.
- 9.033 If, after informal discussion with the SUPERVISOR, a Grievance claim still exists, the following formal Grievance Procedure may be invoked.
- 9.034 Should the SUPERVISOR be unavailable for any reason and such unavailability shall continue for two (2) weeks, the SUPERINTENDENT shall name an individual to act on behalf of such SUPERVISOR concerning the matter or shall move the matter to Level II.

### 9.04 Level I:

- 9.041 The Grievant first shall have followed the preliminary procedure set forth immediately above.

- 9.042 Within five (5) days after the termination of the preliminary procedure, the Grievant shall complete the GF and file the same in quadruplicate with the SUPERVISOR.
- 9.043 Within five (5) days after receipt of the GF, the SUPERVISOR shall meet with the Grievant in an effort to resolve the Grievance.
- 9.044 The SUPERVISOR shall render his determination on the GF within five (5) days after the formal meeting with the Grievant. The Grievant then shall respond in one of the two ways provided for on the GF. Acceptance shall close the matter. The four (4) copies the GF shall be distributed as follows: one to the EMPLOYEE, one to the SUPERVISOR, one to the SUPERINTENDENT, and one to the ASSOCIATION.
- 9.045 The Grievance shall be considered waived if not submitted to the SUPERINTENDENT within five (5) days after the decision at Level I.

9.05 Level II:

- 9.051 If the Grievant is not satisfied with the disposition of the Grievance at Level I, the Grievance shall be submitted to the SUPERINTENDENT within five (5) days. Within ten (10) days of receipt of the Grievance, the SUPERINTENDENT or his designee shall meet with the Grievant in an effort to resolve the Grievance. The SUPERINTENDENT shall indicate his disposition of the Grievance in writing on the GF within ten (10) days of such meeting and shall furnish a copy thereof to the Grievant.
- 9.052 Failure by the Grievant to take any further action within five (5) days of the SUPERINTENDENT's decision shall constitute a waiver of any further proceedings on this matter.

9.06 Level III:

- 9.061 If the Grievant is NOT satisfied with the disposition of the Grievance at Level II, or if no disposition has been made within ten (10) days after receipt of the appropriate form, the Grievance may be submitted to arbitration before an impartial arbitrator within ten (10) days thereafter except as hereinafter provided. The ASSOCIATION at its option shall give written notice to the American Arbitration Association or the Federal Mediation and Conciliation Service and the SUPERINTENDENT of its intent to proceed through arbitration using the rules of the respective agency. The ASSOCIATION and/or Grievant must give notice to the latter parties within forty-five (45) calendar days from giving written notice to the SUPERINTENDENT of their intent to proceed to arbitration.
- 9.062 The hearing examiner has the duty to conduct a fair and impartial hearing, to take appropriate action to avoid delay and unnecessary expenses, and to maintain order.
- 9.063 The hearing examiner shall schedule the time and place of said hearings with due regard for the convenience of the parties or their representatives, the nature of the proceeding, and the public interest. Within ten (10) days of the conclusion of the hearing, the hearing examiner shall serve on the parties and file with the SUPERINTENDENT a recommended written order based upon his findings of fact. Findings of fact shall be confined to material issues of fact presented on the record. The order by the hearing examiner shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding upon both parties.

- 9.064 The hearing examiner shall limit his decision to the terms of this Agreement and shall not have the power to add to, subtract from, modify or alter such terms either directly or by implication.
- 9.065 The original file in all hearings held pursuant to these rules shall be kept by the presiding examiner or delivered by him to the custody of the SUPERINTENDENT and shall contain original copies of all pleadings, notices, motions, orders, reports or other papers or exhibits involved in the proceeding. The file in each case shall be identified by year, number and the name of the hearing examiner designated to preside.
- 9.066 The losing party shall be assessed all arbitration costs incurred by both parties in pursuing the Grievance to a final determination. If the hearing examiner determines that there is no prevailing party, said costs shall be divided equally between the parties to the Grievance.

9.07 Other Provisions:

- 9.071 The time limits provided in this Article shall be observed strictly but may be extended by written agreement of the parties.
- 9.072 The Grievant shall be present at all levels of the Grievance Procedure. Whenever illness or other incapacity of an individual Grievant prevents his presence at a Grievance hearing, the time limits shall be extended to such time as the Grievant can be present.
- 9.073 When any individual, other than the Grievant, will be unavailable for a Grievance hearing at any level because of serious illness or unavoidable schedule conflict, and the testimony of such individual is essential for a proper decision at such level; either party may request and shall obtain in writing a time extension not to exceed twenty-one (21) calendar days.
- 9.074 If a hearing is held during work hours of the Grievant or witness whose presence is required, they shall be permitted to attend without loss of compensation. A hearing at Level I or Level II shall be held during work hours only with the consent of the SUPERINTENDENT or his designee.
- 9.075 Written decisions and/or Grievance settlements reached at Level I shall not be precedent in processing other, subsequent Grievances.
- 9.076 Failure by the Grievant to submit the Grievance to the next level of the procedure shall constitute acceptance and shall close the matter.
- 9.077 No provisions of this Article shall be construed to exclude the right of an EMPLOYEE to participate in the Grievance process independent of the involvement of the ASSOCIATION.
- 9.078 The BOARD and the ASSOCIATION affirm a policy of equal opportunity and non-discrimination.
- 9.079 Any pending formal Grievance Procedure shall survive the termination of this Agreement and shall be completed in accordance with the provisions of this Article.
- 9.080 The Grievance Form (GF) is as set forth in Appendix B, attached to this Agreement and by this reference made a part hereof.
- 9.081 The ASSOCIATION shall not solicit in any way the filing of Grievances by an EMPLOYEE or group of EMPLOYEES.

- 9.082 The ASSOCIATION shall be given reasonable notice as to a hearing at any level once a formal Grievance has been filed and shall be entitled to have a representative present at such hearing.
- 9.083 If documentary information regarding Grievances is given to any person outside the school system, a copy of the transmittal letter shall be given to the EMPLOYEE(S).
- 9.084 An EMPLOYEE who participates or intends to participate in any Grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention.
- 9.085 If any EMPLOYEE for whom a Grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any EMPLOYEE shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the EMPLOYEE.
- 9.086 A Grievant may withdraw a Grievance without prejudice at any step in the Grievance Procedure by so indicating in writing to the parties of interest.
- 9.087 If a Grievance affects a group of EMPLOYEES in more than one school/work site or is not within the authority of the School Board or site based SUPERVISOR to resolve, the ASSOCIATION may submit such Grievance in writing to the SUPERINTENDENT directly, and the processing of such Grievance will commence at Formal Level II. Such Grievance shall be signed by those EMPLOYEES named within the Grievance.
- 9.088 The date of disposition shall be the date on which the Principal or SUPERVISOR delivers the disposition to the Grievant or the date of post-mark in those instances in which delivery is by U.S. mail.
- 9.089 Timeliness as an issue may not be raised at an arbitration proceeding if not previously raised at Formal Level II of the Grievance Procedure.
- 9.090 Failure of the BOARD or its representative to take the required action within the time frame provided at any level of the Grievance Procedure shall entitle the Grievant to proceed to the next step of the Grievance Procedure.
- 9.091 The ASSOCIATION shall be given the opportunity to be present at all Formal Level Grievance Proceedings even if the Grievant does not desire ASSOCIATION representation.
- 9.092 Arbitration costs for any arbitration in which the ASSOCIATION has not carried the grievance to Level III shall be borne by the Grievant if the Grievant does not prevail. If the arbitrator determines that there is no prevailing party, said costs shall be divided equally between the BOARD and the Grievant.
- 9.093 Any EMPLOYEE filing a Grievance as a result of termination shall have the right to pursue the Grievance to the conclusion notwithstanding his employment status.

## **ARTICLE X – SICK LEAVE POOL**

Pursuant to Section 231.40 (4), F.S., the Board agrees to provide a sick leave pool program for the benefit of all District EMPLOYEES as provided in Board Policy GCBDBB.

## ARTICLE XI - LEAVE PROVISIONS

11.01 The following types of leave are permitted:

- a. Sick Leave (with compensation)
- b. Jury Duty (with compensation)
- c. Personal Leave (with compensation)
- d. Military Leave (with or without compensation)
- e. Parental Leave (without compensation)
- f. Association Leave (with compensation)
- g. Personal Leave (without compensation)
- h. Illness-in-Line-of-Duty Leave (with compensation)

11.02 Sick Leave (with compensation):

11.021 Any EMPLOYEE employed on a full-time basis in the Collier County School System who is unable to perform his duty in the school because of illness, pregnancy, childbirth, or related medical conditions, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his own household, and consequently has to be absent from his work, shall be granted leave of absence for sickness by the SUPERINTENDENT, or by someone designated in writing by him to do so.

11.022 Each EMPLOYEE employed on a full-time basis shall be entitled to four (4) days of sick leave as of the last day of each EMPLOYEE's first full month of employment and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the EMPLOYEE at the end of that month and which shall not be used prior to the time it is earned and credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System.

11.023 When requested by the appropriate Assistant Superintendent or Executive Director, an EMPLOYEE will be required to submit a physician's certificate to be eligible for sick leave benefits. Such certification shall be at the EMPLOYEE's expense.

11.024 For the purpose of charging an EMPLOYEE for the use of sick leave, a workday shall be divided into the number of half-hours the EMPLOYEE is normally assigned. The method of maintaining balances, accruing and charging sick leave shall be converted from days and/or portions of days to half-hour equivalents. Parts of a half-hour shall be charged to the closest half-hour rounded up. (Example: 20 minutes = half-hour; 32 minutes = one hour.)

11.03 Jury Duty Leave (with compensation):

11.031 In case of jury summons, the EMPLOYEE must report to the court on the appointed day as there is no statutory exemption from jury service. The EMPLOYEE shall present the jury summons to his SUPERVISOR and shall submit an application for leave.

11.032 Any EMPLOYEE who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the EMPLOYEE.

11.033 Any EMPLOYEE subpoenaed as a witness, not involving his personal litigation, shall be

granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.

11.034 Any EMPLOYEE subpoenaed in line of duty to represent the BOARD as a witness or defendant shall be given temporary duty, and any witness fees shall be retained by the EMPLOYEE.

11.035 Any EMPLOYEE dismissed from jury duty shall return to his work site immediately if, after allowing for normal travel time, the EMPLOYEE has two working hours or more remaining in the day.

11.036 When court attendance is required for personal litigation, the EMPLOYEE shall not be granted jury duty leave with pay.

11.04 Personal Leave (with compensation):

11.041 EMPLOYEES shall be entitled to six (6) days personal leave per contract year subject to approval of their Supervisor.

11.042 Such personal leave shall be charged against accrued sick leave and is noncumulative. A workday shall be divided into hours, time-wise, insofar as the use of personal leave is concerned. The method of maintaining balances, accruing and charging personal leave shall be the same as for sick leave noted in 10.024 above.

11.043 Limitations:

11.0431 An EMPLOYEE shall provide the SUPERVISOR with five (5) days prior notice in order to be eligible. The period of prior notice may be waived by the SUPERVISOR.

11.0432 Personal leave with pay shall not be used during either the first or last five days of the 196-day contractual period for teachers or the EMPLOYEE's contractual period. This provision may be waived by the SUPERVISOR.

11.0433 The reason for personal leave shall be stated in writing when said leave request is made in pursuance of personal leave sought under Subsection 10.0432.

11.0434 The maximum number of EMPLOYEES granted personal leave for any given day shall not exceed 10% of the EMPLOYEES for each work location. The 10% maximum limitation may be waived by the Principal.

11.05 Military Leave (with or without compensation):

Military leave shall be granted without pay except as otherwise provided by Florida Statutes.

11.06 Parental Leave (without compensation):

A parental leave of absence without pay shall be granted to an EMPLOYEE for the purpose of childbearing and/or childrearing as follows:

11.061 Any EMPLOYEE who is pregnant shall be entitled to parental leave without compensation to begin at a time agreed to by the EMPLOYEE and her Principal or appropriate Supervisor for a time period not to extend beyond the remainder of the contract year in

which the birth takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the birth takes place after April 1 of the contract year.

- a) An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.
- b) The EMPLOYEE is responsible for notifying the Human Resources Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resources Office.
- c) Sick leave cannot be taken beyond eight (8) weeks from the date of delivery unless the EMPLOYEE's physician certifies to a condition that continues the EMPLOYEE's eligibility.

11.062 A male EMPLOYEE shall notify his Principal or Supervisor, in writing, of his desire to take parental leave at least thirty (30) days prior to the date for which the leave is requested. Said request shall be subject to the provisions stated in 10.061 above.

11.063 Adoption: Any EMPLOYEE adopting a child shall be granted parental leave, which shall commence upon receipt of defacto custody of such child or earlier if necessary to fulfill the requirements of the adoption. Such leave shall be for the period of time recommended by the SUPERINTENDENT and approved by the BOARD subject to the provisions stated in 10.061 above.

11.07 ASSOCIATION Leave:

The SUPERINTENDENT or his designee shall, upon request of the ASSOCIATION President, grant ASSOCIATION leave without loss of compensation for its officers and representatives to attend official business of the ASSOCIATION. The total number of leave days granted under this provision may not exceed thirty (30) days annually. No EMPLOYEE shall be granted more than three (3) days of ASSOCIATION leave annually except for ASSOCIATION Executive Officers, nor shall ASSOCIATION leave be granted for more than one EMPLOYEE at any work site or department on the same day. This restriction may be waived by the SUPERVISOR.

11.08 Absence Without Leave:

11.081 An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his contract shall be subject to cancellation by the BOARD.

11.09 Every application for leave shall include:

- a. Type of leave and purpose
- b. What compensation, if any, shall be paid during period of leave
- c. Length of leave
- d. Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application.

11.10 Leave granted to any EMPLOYEE shall be used only for the particular purpose or cause which is set forth in the application. The BOARD and/or its administrative agents shall have the right to determine that the leave is being used only for the purpose or cause set forth in such application, and if not so used, the BOARD and/or its administrative agents shall have authority to cancel the leave as well as to initiate the appropriate disciplinary action.



11.11 Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time his leave of absence commenced, including unused accumulated sick leave.

11.12 Abandonment of Position:

Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency where the EMPLOYEE must be absent prior to receiving approval from the proper authority.

a. When prior approval cannot be obtained by the EMPLOYEE due to such emergencies, the administrator shall:

1. Place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or
2. Place the EMPLOYEE on leave without pay for the absence.

If the absence is for five (5) consecutive workdays, the building administrator may consider the EMPLOYEE to have abandoned the position and resigned from the School District.

b. If an EMPLOYEE's request for leave of absence is disapproved and the EMPLOYEE takes unauthorized leave, the administrator shall place the EMPLOYEE on leave without pay and after an absence of five (5) consecutive workdays shall consider the EMPLOYEE to have abandoned the position and resigned from the School District.

11.13 Personal Leave (without compensation)

Any EMPLOYEE may be granted personal leave without compensation at the discretion of the SUPERINTENDENT or his designee. Said leave may be for a period of time not to exceed the EMPLOYEE's contract year for the following reasons:

- a. Personal health problems including recuperation, rehabilitation and regeneration
- b. Health care of children or parents
- c. Legal proceedings regarding personal litigation
- d. To serve as an elected or appointed public official
- e. Settlement of family estate or business
- f. Any other reason deemed appropriate by the SUPERINTENDENT

Any EMPLOYEE granted personal leave without compensation shall be permitted to return to his/her prior position at his/her previous rate of pay if leave is for not more than three (3) months.

Any EMPLOYEE returning after three (3) months but not exceeding the EMPLOYEE's contract year shall be permitted to return to a CCAEOCAP position.

11.14 Illness-in-Line-of-Duty Leave (with compensation)

Any EMPLOYEE shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duties because of a personal injury received in the discharge of duty or because of an illness from any contagious or infectious disease contracted in school work. An EMPLOYEE shall receive written notification of the existence of illness-in-line-of-duty leave at the time of submission of "Notice of Injury" report to the office. The following requirements shall be observed:

- a. Duration of Leave and Compensation: Leave of any such EMPLOYEE shall be authorized for a total of not more than ten (10) days during any school year for illness contracted or injury

incurred from such causes as prescribed above. A maximum of ten (10) days can be used for an injury or accident. The ten (10) days will be available for one (1) calendar year from the date of injury. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the BOARD warrants it, additional emergency sick leave may be granted for such term and under such conditions as the BOARD shall deem proper.

- b. Claims: Any EMPLOYEE who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file in the manner prescribed in F.S. 231.40 within five (5) working days following his return from such absence. The BOARD shall approve such claims and authorize the payment thereof, provided that the BOARD shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.

11.15 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave): Through a Memorandum of Understanding, the BOARD adopted a Family Medical Leave Act policy. The provisions of the BOARD's FMLA policy run concurrent with existing leaves and benefits as provided in this Agreement.

## ARTICLE XII - SALARY AND BENEFITS

### 12.01 Salary:

12.011 Each EMPLOYEE shall be compensated according to the following schedule attached to this Agreement and by this reference made a part hereof (see Appendix A).

12.012 Each new EMPLOYEE shall be placed on the appropriate step of the salary schedule for his job classification. Said new EMPLOYEE shall be limited to a maximum of five (5) years of validated and job-related full-time experience. If a former Collier County School District EMPLOYEE returns to the school district within the bargaining unit, said EMPLOYEE shall be credited with the same salary experience previously earned.

Any current EMPLOYEE who is promoted to a higher classification shall be placed at the same salary experience level as on the previous classification.

12.013 Effective July 1, 2004, EMPLOYEES with a beginning date of employment prior to January 1 shall be advanced in the next fiscal year to the next highest experience step on the salary schedule upon ratification of the bargaining agreement for that specific July 1 fiscal year salary settlement.

12.014 New positions within federal programs shall be placed on the salary schedule by the SUPERINTENDENT of Schools.

12.015 EMPLOYEES shall be paid on a bi-weekly basis, except the last pay date for each fiscal year shall be the Friday closest to July 12. Although every other Friday generally will be a payday, some deviations are appropriate. For example, if a payday would occur on the day after Thanksgiving, that payday would be on Wednesday before Thanksgiving. If the Friday at the end of either the Christmas or Spring Break is a normal payday, that payday will be moved to the following Monday for all EMPLOYEES.

If, after adjusting the pay dates as outlined above, a payday falls on a non-workday and/or paid holiday within the EMPLOYEE's contract period; paychecks will be distributed in the following manner:

1. First, if the EMPLOYEE's school or work site is open (High Schools, Transportation, Vo-Tech etc.), checks will be available at the work site.
2. Second, if the EMPLOYEE's school or work site is closed, checks will be distributed from either Immokalee High School or the Payroll Department.
3. As a third alternative, only to be utilized upon the written request of the individual EMPLOYEES and submitted in a list format from the payroll reporting center, checks will be mailed to the EMPLOYEE at his latest address on file.

All checks payable to EMPLOYEES after the expiration of their contract calendar will be mailed to the latest address on file.

### 12.016 Direct Deposits:

The BOARD shall provide EMPLOYEES the opportunity for direct deposit with the Suncoast Schools Federal Credit Union and all other participating ACH financial institutions. All EMPLOYEES hired after January 1, 2000, will be required to participate in the direct deposit program.

12.02 Vacations:

12.021 EMPLOYEES hired on a twelve-month contractual basis shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday.

12.022 EMPLOYEES hired on a twelve-month contractual basis are entitled to annual vacation leave based upon one day per month of employment. In addition, vacation leave will be increased by one day per each additional year served in Collier County, up to a maximum of six (6) days per year. The additional days will be credited on July 1 of each year; however, upon termination, the additional days will be prorated. In his initial year of employment, an EMPLOYEE must be employed at least 125 1/2 days in the fiscal year to receive this benefit.

12.023 No vacation leave shall be earned by EMPLOYEES on less than a twelve-month contract.

12.024 Vacation will be scheduled by the EMPLOYEE's Supervisor. Where feasible, continuous vacation periods shall be allowed. Up to sixty (60) days of vacation may be carried forward from one fiscal year to the next. An EMPLOYEE entitled to vacation leave shall be permitted to select Dr. Martin Luther King's birthday or Good Friday as a scheduled vacation day during the contract year if not already designated as a district holiday.

12.025 Accrued vacation pay shall be paid at the time of termination for whatever reason including layoffs.

12.03 Holidays:

12.031 Six (6) paid holidays shall be granted all EMPLOYEES as defined in Article 4.02 of this Agreement who are contracted less than twelve months. Paid holidays shall be designated by the SUPERINTENDENT at the time of calendar approval by the BOARD each year.

12.032 Each EMPLOYEE's compensation for each paid holiday shall be determined by computing the number of hours normally worked by the EMPLOYEE during a regularly scheduled day multiplied by his current hourly wage.

12.033 An EMPLOYEE shall qualify for holiday pay provided the holiday occurred during a pay period in which the EMPLOYEE was in a paid status except an EMPLOYEE resigning prior to the end of the scheduled workday immediately preceding a paid holiday shall not qualify for subsequent holiday pay nor shall the EMPLOYEE be permitted to extend the resignation date by using any type of leave.

12.04 Insurance:

12.041 CCAEOCAP shall be afforded the opportunity to name one representative to a joint ASSOCIATION/Administration committee which shall meet annually to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits.

The mission of the health care program shall be to achieve the following four goals:

- a) Ensure financial access to clinically efficacious health care services for plan participants.
- b) Protect plan participants from extreme financial hardship due to major health care needs.

- c) Minimize the total cost of the health care plan over the long term.
- d) Simplify wherever possible the administrative burden of the health plan.

12.042 The District shall make a health insurance plan available to eligible EMPLOYEES.

- a) Eligibility: EMPLOYEES regularly scheduled to work 18.75 or more hours per week (0.5 FTE) are eligible for health insurance. Specific information on eligibility requirements is contained in Health Benefit Plan document (the "Plan") available at the District benefits' office. In addition, a Summary Plan Document (the "SPD") will be available to EMPLOYEES prior to the annual enrollment period held each year. (Additional copies of the SPD will also be available to EMPLOYEES by contacting the District benefits' office.)
- b) Enrollment/Waiting Periods and Pre-existing Conditions: The Plan shall stipulate when an EMPLOYEE or his/her dependents may enroll in the health insurance plan. Enrollment may be subject to limitations based on pre-existing or other conditions as defined in the Plan.
- c) Plan Benefits: Each year, prior to the annual enrollment period, EMPLOYEES will receive an SPD booklet that will outline the current health insurance benefits and limitations. Information relative to specific health insurance benefits and limitations will be updated regularly and contained in the Plan document available at the District benefits' office. In the event there is a conflict between the provisions of the collective bargaining agreement and the Plan, the District's Plan shall control.
- d) Health Care Premiums:
  - 1. EMPLOYEE Coverage: The BOARD shall provide and fully fund (100% District paid) comprehensive health insurance as defined in the Plan for all EMPLOYEES covered under this section.
  - 2. Dependent Coverage: EMPLOYEES selecting dependent coverage pursuant to the Plan shall be responsible for the payment of premiums as set on annual basis. The following premiums are effective January 1, 2004, and will be adjusted each year during the term of this Agreement pursuant to an actuarial recommendation:
    - a) Family: \$7,453 per year
    - b) EMPLOYEE plus spouse: \$4,917
    - c) EMPLOYEE plus one child: \$1,606
    - d) Dual Spouse: \$2,536
  - 3. Annual Premium Adjustment: Each year, prior to the enrollment period, the health insurance premiums shall be set to insure that the rates are actuarially sound and meet any and all federal, state and other requirements. At a minimum, the premiums will increase by 3.5% per year.

12.043 Life Insurance:

Each EMPLOYEE shall receive term-life insurance with a benefit of \$30,000 or one times (1 x's) the EMPLOYEE's annualized salary up to \$100,000, whichever is greater, subject to the provisions of the life insurance contract then in effect.

12.044 Retired EMPLOYEES shall be permitted to participate in this basic health care plan with any primary coordinating coverage offset at no cost to the BOARD. EMPLOYEES retiring during the current school year will be accepted into the plan within 30 days of their retirement date.

12.045 EMPLOYEES shall report promptly to the Human Resources Office any change in marital status for the purpose of updating insurance records.

12.046 Insurance Plan Documents:

In the event there is a conflict between the provisions of the collective bargaining agreement and the official insurance plan documents, the insurance plan documents shall control. (The official insurance plan documents are maintained in the District's human resources office and may be inspected during regular business hours.)

12.05 Terminal Pay:

Effective July 1, 2004, Terminal Pay will be paid to an EMPLOYEE (or his beneficiary if service is terminated by death) in accordance with the following conditions:

- a. During the first 3 years of service, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.
- b. During the next 3 years of service, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.
- c. During the next 3 years of service, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.
- d. During the next 3 years of service, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.
- e. During and after the 13<sup>th</sup> year of service, the hourly rate of pay multiplied by 100 percent times the number of hours of accumulated sick leave.

12.051 Termination pay will not be paid for sick-leave days transferred into Collier County from another school district. However, sick leave will be charged against transferred sick-leave days prior to the charge of sick leave against days earned in Collier County.

12.052 Once terminal pay has been calculated and paid, the EMPLOYEE will have no remaining balance in his sick-leave account.

12.053 Payment of terminal pay will be made by the District within thirty (30) calendar days following the EMPLOYEE's retirement or termination date. Said payment shall be deposited in a deferred compensation account in accordance with BOARD policy.

12.054 Terminal pay shall be reduced by 25% for any EMPLOYEE who gives less than thirty (30) calendar days notice prior to retirement or termination. The SUPERINTENDENT or his designee may waive this provision in case of an emergency.

12.055 In calculating terminal pay, the collective bargaining Agreement in effect on the EMPLOYEE's last day of work or paid leave, excluding summer school, will be used to determine the appropriate payoff.

12.06 Sick Leave Buyout:

At the discretion of the EMPLOYEE and the annual approval of the BOARD, accumulated personal sick leave may be purchased by the BOARD under the following conditions:

- a. A minimum balance of twenty (20) days must be maintained at all times.
- b. The maximum number of days eligible for purchase by the BOARD shall be in accordance with F.S. 231.40(2)(a)3.
- c. The purchase price of the sick leave days purchased shall be set at the EMPLOYEE's current daily rate of pay multiplied by 50% for an EMPLOYEE with zero (0) to twelve (12) years of experience in Collier County and by 80% for EMPLOYEES with thirteen (13) or more years of experience in Collier County schools. A year of experience is defined as a complete contract year of service. In the initial year of employment, a year of experience shall be credited when the beginning date of employment is prior to January 1.
- d. Days for which an EMPLOYEE receives payment will be deducted from accumulated leave balance at 100% value even if restricted by item c. above.
- e. All payments made under this section will be considered as salary and, therefore, be subject to federal income tax and social security tax.
- f. Application letters must be submitted to the Business Office prior to June 1 of each year and must include the total number of days requested. In calculating buyout pay, the collective bargaining Agreement in effect at the time the EMPLOYEE elects the buyout provision will be used to determine the appropriate pay. Payment will be included with the first regular pay date in January of the subsequent calendar year.

12.07 LIGHT DUTY Assignments:

- 12.071 EMPLOYEES who have experienced a Worker's Compensation injury and who have been evaluated and released by a Board-approved physician as physically able to return to work with specific limitations or have achieved maximum medical improvement as determined by an approved physician and are unable to return to their previous position may be eligible for temporary LIGHT DUTY assignments by the Business Office or other permanent assignments that the EMPLOYEE is able to perform within his/her medical restrictions.
- 12.072 LIGHT DUTY assignments are trainee positions at job sites to be identified by the Human Resources Department after a review of the EMPLOYEE's job history, qualifications, and physical limitations. Positions such as Data Entry Clerk, Teacher Assistant, and Inventory Clerk are possible opportunities for LIGHT DUTY.
- 12.073 All LIGHT DUTY positions will be funded from the Worker's Compensation loss fund budget, as directed by the Business Office.
- 12.074 EMPLOYEES selected for LIGHT DUTY assignments will be paid at the greater of 85% of their former salary or the actual salary from the appropriate salary schedule for the position in which they are placed. In the event the assignment does not reflect the duties of an existing position, the 85% rate of the former position will be paid.
- 12.075 The LIGHT DUTY assignment will continue until one of the following events occur:

- a. The EMPLOYEE satisfactorily performs the duties assigned and obtains a non-Worker's Compensation position either in or out of the district.
- b. The EMPLOYEE fails to satisfactorily perform the assignment as determined by the immediate SUPERVISOR and is returned to Worker's Compensation off-duty status pending a review by the Business Office.

12.076 If the treating physician does not allow the injured EMPLOYEE to return to his/her previous employment after maximum medical improvement, the EMPLOYEE may apply for any other position in the District that he/she qualifies for and for which the treating physician medically clears him/her to perform.

12.08 Cafeteria (Section 125) Plan

- a. Beginning January 1, 1999, the BOARD shall provide eligible EMPLOYEES a Cafeteria (Section 125) Plan, and EMPLOYEES shall receive \$400 each year, subject to Section 125 of the Internal Revenue Code, to select benefits provided in the District's Cafeteria Plan. The Cafeteria Plan shall include such benefits as agreed to by the joint Collaborative Study Committee on Employee Health Insurance and Benefits.
- b. Effective January 1, 2001, the BOARD's contribution (\$400) for each eligible EMPLOYEE will be set aside for one year only and will be used to fund the premium shortfall in the health insurance plan. Beginning January 1, 2002, the BOARD shall resume providing the benefit as provided in paragraph "a" of this subsection.
- c. Effective January 1, 2006, the BOARD's contribution will increase from \$400 to \$450.



### **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

- 13.01 In the event any portion of this Agreement shall be determined to be invalid and/or unenforceable in a court of competent jurisdiction or as the result of state or federal legislation, the balance of the Agreement shall remain in full force and effect. The parties shall negotiate alternative proposals to the affected portions within sixty (60) days after such determination.
- 13.02 The BOARD and the ASSOCIATION subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The ASSOCIATION therefore agrees that it will not condone, aide or abet (directly or indirectly) any strikes, work stoppages, slowdown, or other concerted refusal to perform work by the EMPLOYEES covered by this Agreement during the life of this Agreement. Upon notification from the BOARD of any unauthorized work stoppage, the ASSOCIATION shall make public that it does not endorse work stoppage and will use its efforts to end any unauthorized work stoppage.
- 13.03 This Agreement covers the period of time from July 1, 2003, through June 30, 2006.
- 13.04 Salary rates as set forth in Appendix A of this Agreement shall be effective as of the date listed on the appropriate appendix page.

**APPENDIX A**  
**SECRETARIAL/CLERICAL/ASSISTANT/PARAPROFESSIONAL SALARY SCHEDULE**

**Effective July 1—December 31, 2003**

Experience Steps (Years)	Classification/Hourly Rate*				
	A	B	C	D	E
0	8.56	9.26	9.58	10.23	10.83
1	8.83	9.37	9.81	10.45	11.03
2	9.06	9.76	10.07	10.72	11.26
3	9.26	10.01	10.33	10.93	11.46
4	9.53	10.23	10.56	11.21	11.74
5	9.86	10.50	10.83	11.46	12.06
6	10.18	10.83	11.16	11.79	12.33
7	10.93	11.21	11.52	12.12	12.72
8	11.41	11.91	12.17	12.93	13.41
9	11.82	12.43	12.72	13.46	14.06
10	12.03	12.86	13.14	13.86	14.47
11	12.32	13.02	13.34	14.27	14.51
12-15	12.82	13.47	13.81	14.83	15.14
16-20	13.08	13.81	14.23	15.29	15.72
21	13.34	14.27	14.62	15.85	16.61

**CLASSIFICATIONS:**

- A. District General Office Assistant, General Instructional and Office Assistant (K-12), Prekindergarten/General Assistant, Prekindergarten/Safety Assistant, Reading Laboratory Assistant and School Receptionist
- B. District Media Library Clerk, ESOL Tutor, General School Secretary, Para Advocate, Production Assistant and Tutor
- C. Accounting Clerk (Business Office, Maintenance and Transportation), Title I Proctor, Data Entry Clerk/School, ESE Behavior Management Paraprofessional, ESE Job Coach, ESE/Prekindergarten-Grade 12 Program Assistant, ESE Secretary, General Secretary (Administration), General Secretary C & I, Grant Liaison I, Head Start Para-Teacher, Head Start Parent Coordinator, Hearing Impaired Interpreter, LPN Licensed Assistant, Migrant Records Clerk, Paraprofessional, Payroll Assistant, Secretary/LWIT, Secretary (Work Adjustment/Work Evaluation), Title I Parent Involvement Assistant and Title I Resource Secretary
- D. Attendance Assistant, Bookkeeper (High School, Business Office and LWIT), Community Outreach Specialist, Data Entry (District), Data Entry/Maintenance, Data Entry/Transportation, Data Entry Specialist (Chapter I), District Translator/Interpreter, ESE Parent Liaison, Grant Liaison II, Guidance Secretary, Home-School Dropout Tracking Liaison, Home-School Liaison, Instructional Materials Assistant, ISS Assistant, Property Clerk, Secretary/Activities Director, Secretary/Data Processing, Secretary/Federal and State Grants, Secretary to Middle School Assistant Principal, Secretary/High School Assistant Principal, Secretary to Administrator/Adult and Community Education, Secretary to Director/Accountability/Staff Development & School Improvement, Secretary to Director/Elementary Program Services, Secretary to Director/ESE, Secretary to Director/Food Service, Secretary to Director/Middle and High School Program Services, Secretary to Director/Plant Planning, Secretary to Director/Purchasing, Secretary to Director/Research/Testing & Evaluation, Secretary to Director/Transportation and Maintenance, Secretary to Director/VTAE, STAY Driver/Liaison, Summer School Secretary and User Support Assistant
- E. Computer Operator (District), Grant Liaison III, Payroll Clerk (District)

## APPENDIX A (Continued)

### Recommended Pay Supplements

One step increase for each additional level (II, III, IV) reached for Hearing Impaired Interpreter's classification

---

1. Only years of experience in the Collier County Public Schools qualify as experience in reaching experience steps 16 and beyond on the salary schedule.
- 2.\* With a four-year degree from an accredited college, add one dollar (\$1.00) per hour. Degree must be related to the EMPLOYEE's job classification. With a two-year degree from an accredited college, add fifty cents (\$.50) per hour. If the two-year degree is an AS degree, the degree must be related to the EMPLOYEE's job classification. All general AA degrees will be considered "related to the EMPLOYEE's job classification." (Grandfather Clause: Any EMPLOYEE receiving monetary benefit of a two-year degree as of December 9, 1996, shall be "grandfathered" and continue receiving the benefit as provided in the agreement then in effect.)
3. Upon approval of the SUPERINTENDENT or his designee, the BOARD will reimburse each EMPLOYEE the actual amount of tuition paid, not to exceed the resident tuition rate established by the Florida State Board of Regents for each semester hour taken in an area which may improve his/her overall value to the District. The determination of potential for improving the EMPLOYEE's overall value to the District is solely at the discretion of the SUPERINTENDENT or his designee.
4. Preschool Safety Assistants shall be paid a supplement of \$75.00 per semester. This supplement shall be prorated when EMPLOYEES are in positions less than a full semester.
5. EMPLOYEES required by the school district to complete training outside of their contracted workday or work year shall be reimbursed at their current hourly salary rate for each training hour.
6. EMPLOYEES required by the District to earn a Child Developmental Associate's (CDA) Certificate and who have completed the training shall receive a \$100.00 one-time supplement at the conclusion of his/her probationary period. After earning a CDA, EMPLOYEES who complete District approved retraining shall receive a \$75 supplement, not to exceed one supplement per year.
7. Beginning in school year 1995/96, the contract year for tutors shall be 188 days.
8. Certified Sign Language Interpreters: The District agrees to pay a fifty cent (\$.50) per hour supplement to one (1) EMPLOYEE of the bargaining unit who has the appropriate certification credentials. The ASSOCIATION and the District will meet to determine the application of the above supplement. This provision will expire on June 30, 2000.
9. An A level Assistant shall be considered for C level compensation on a case-by-case basis. A reclassification is appropriate when an ESE student requires essential or extraordinary services. Essential services will be defined as CBR restraint activities, medical feeding procedures, lifting and positioning students as directed by OT/PT, and/or direct supervision of students with Autism. Extraordinary services are defined as requiring excessive time and attention (in excess of 50% of the work day) to the extent that the duties associated with the ESE student render the position equivalent to an ESE Assistant as confirmed by the teacher and principal or program supervisor.

The effective date of any change in classification will be the date of written notification, with rationale, to Human Resources/Compensation from either the Principal or program supervisor.

**APPENDIX A**  
**SECRETARIAL/CLERICAL/ASSISTANT/PARAPROFESSIONAL SALARY SCHEDULE**

**Effective January 1—June 30, 2004**

Experience Steps (Years)	Classification/Hourly Rate*				
	A	B	C	D	E
0	8.73	9.45	9.77	10.43	11.05
1	9.01	9.56	10.01	10.66	11.25
2	9.24	9.96	10.27	10.93	11.49
3	9.45	10.21	10.54	11.15	11.69
4	9.72	10.43	10.77	11.43	11.97
5	10.06	10.71	11.05	11.69	12.30
6	10.38	11.05	11.38	12.03	12.58
7	11.15	11.43	11.75	12.36	12.97
8	11.64	12.15	12.41	13.19	13.68
9	12.06	12.68	12.97	13.73	14.34
10	12.27	13.12	13.40	14.14	14.76
11	12.57	13.28	13.61	14.56	14.80
12-15	13.08	13.74	14.09	15.13	15.44
16-20	13.34	14.09	14.51	15.60	16.03
21	13.61	14.56	14.91	16.17	16.94

**CLASSIFICATIONS:**

- A. District General Office Assistant, General Instructional and Office Assistant (K-12), Prekindergarten/General Assistant, Prekindergarten/Safety Assistant, Reading Laboratory Assistant and School Receptionist
- B. District Media Library Clerk, ESOL Tutor, General School Secretary, Para Advocate, Production Assistant and Tutor
- C. Accounting Clerk (Business Office, Maintenance and Transportation), Title I Proctor, Data Entry Clerk/School, ESE Behavior Management Paraprofessional, ESE Job Coach, ESE/Prekindergarten-Grade 12 Program Assistant, ESE Secretary, General Secretary (Administration), General Secretary C & I, Grant Liaison I, Head Start Para-Teacher, Head Start Parent Coordinator, Hearing Impaired Interpreter, LPN Licensed Assistant, Migrant Records Clerk, Paraprofessional, Payroll Assistant, Secretary/LWIT, Secretary (Work Adjustment/Work Evaluation), Title I Parent Involvement Assistant and Title I Resource Secretary
- D. Attendance Assistant, Bookkeeper (High School, Business Office and LWIT), Community Outreach Specialist, Data Entry (District), Data Entry/Maintenance, Data Entry/Transportation, Data Entry Specialist (Chapter I), District Translator/Interpreter, ESE Parent Liaison, Grant Liaison II, Guidance Secretary, Home-School Dropout Tracking Liaison, Home-School Liaison, Instructional Materials Assistant, ISS Assistant, Property Clerk, Secretary/Activities Director, Secretary/Data Processing, Secretary/Federal and State Grants, Secretary to Middle School Assistant Principal, Secretary/High School Assistant Principal, Secretary to Administrator/Adult and Community Education, Secretary to Director/Accountability/Staff Development & School Improvement, Secretary to Director/Elementary Program Services, Secretary to Director/ESE, Secretary to Director/Food Service, Secretary to Director/Middle and High School Program Services, Secretary to Director/Plant Planning, Secretary to Director/Purchasing, Secretary to Director/Research/Testing & Evaluation, Secretary to Director/Transportation and Maintenance, Secretary to Director/VTAE, STAY Driver/Liaison, Summer School Secretary and User Support Assistant
- E. Computer Operator (District), Grant Liaison III, Payroll Clerk (District)

## APPENDIX A (Continued)

### Recommended Pay Supplements

One step increase for each additional level (II, III, IV) reached for Hearing Impaired Interpreter's classification

---

1. Only years of experience in the Collier County Public Schools qualify as experience in reaching experience steps 16 and beyond on the salary schedule.
- 2.\* With a four-year degree from an accredited college, add one dollar (\$1.00) per hour. Degree must be related to the EMPLOYEE's job classification. With a two-year degree from an accredited college, add fifty cents (\$.50) per hour. If the two-year degree is an AS degree, the degree must be related to the EMPLOYEE's job classification. All general AA degrees will be considered "related to the EMPLOYEE's job classification." (Grandfather Clause: Any EMPLOYEE receiving monetary benefit of a two-year degree as of December 9, 1996, shall be "grandfathered" and continue receiving the benefit as provided in the agreement then in effect.)
3. Upon approval of the SUPERINTENDENT or his designee, the BOARD will reimburse each EMPLOYEE the actual amount of tuition paid, not to exceed the resident tuition rate established by the Florida State Board of Regents for each semester hour taken in an area which may improve his/her overall value to the District. The determination of potential for improving the EMPLOYEE's overall value to the District is solely at the discretion of the SUPERINTENDENT or his designee.
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7. Beginning in school year 1995/96, the contract year for tutors shall be 188 days.
8. Certified Sign Language Interpreters: The District agrees to pay a fifty cent (\$.50) per hour supplement to one (1) EMPLOYEE of the bargaining unit who has the appropriate certification credentials. The ASSOCIATION and the District will meet to determine the application of the above supplement. This provision will expire on June 30, 2000.
9. An A level Assistant shall be considered for C level compensation on a case-by-case basis. A reclassification is appropriate when an ESE student requires essential or extraordinary services. Essential services will be defined as CBR restraint activities, medical feeding procedures, lifting and positioning students as directed by OT/PT, and/or direct supervision of students with Autism. Extraordinary services are defined as requiring excessive time and attention (in excess of 50% of the work day) to the extent that the duties associated with the ESE student render the position equivalent to an ESE Assistant as confirmed by the teacher and principal or program supervisor.

The effective date of any change in classification will be the date of written notification, with rationale, to Human Resources/Compensation from either the Principal or program supervisor.

**APPENDIX A**  
**SECRETARIAL/CLERICAL/ASSISTANT/PARAPROFESSIONAL SALARY SCHEDULE**

**Effective July 1, 2004—June 30, 2005**

Experience Steps (Years)	Classification/Hourly Rate*				
	A	B	C	D	E
0	8.99	9.73	10.06	10.75	11.38
1	9.28	9.84	10.31	10.98	11.59
2	9.52	10.25	10.58	11.26	11.83
3	9.73	10.52	10.85	11.48	12.04
4	10.01	10.75	11.09	11.78	12.33
5	10.36	11.03	11.38	12.04	12.67
6	10.70	11.38	11.72	12.39	12.95
7	11.48	11.78	12.10	12.73	13.36
8	11.99	12.51	12.79	13.58	14.09
9	12.42	13.06	13.36	14.14	14.77
10	12.64	13.51	13.80	14.56	15.20
11	12.94	13.68	14.02	14.99	15.24
12-15	13.47	14.15	14.51	15.58	15.91
16-20	13.74	14.51	14.95	16.06	16.52
21	14.02	14.99	15.36	16.65	17.45

**CLASSIFICATIONS:**

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- E. Computer Operator (District), Grant Liaison III, Payroll Clerk (District)

## APPENDIX A (Continued)

### Recommended Pay Supplements

One step increase for each additional level (II, III, IV) reached for Hearing Impaired Interpreter's classification

---

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7. Beginning in school year 1995/96, the contract year for tutors shall be 188 days.
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9. An A level Assistant shall be considered for C level compensation on a case-by-case basis. A reclassification is appropriate when an ESE student requires essential or extraordinary services. Essential services will be defined as CBR restraint activities, medical feeding procedures, lifting and positioning students as directed by OT/PT, and/or direct supervision of students with Autism. Extraordinary services are defined as requiring excessive time and attention (in excess of 50% of the work day) to the extent that the duties associated with the ESE student render the position equivalent to an ESE Assistant as confirmed by the teacher and principal or program supervisor.

The effective date of any change in classification will be the date of written notification, with rationale, to Human Resources/Compensation from either the Principal or program supervisor.

**APPENDIX A**  
**SECRETARIAL/CLERICAL/ASSISTANT/PARAPROFESSIONAL SALARY SCHEDULE**

**Effective July 1, 2005—June 30, 2006**

Experience Steps (Years)	Classification/Hourly Rate*				
	A	B	C	D	E
0	9.35	10.12	10.47	11.18	11.83
1	9.65	10.24	10.72	11.42	12.05
2	9.90	10.66	11.00	11.71	12.30
3	10.12	10.94	11.29	11.94	12.52
4	10.41	11.18	11.54	12.25	12.83
5	10.77	11.47	11.83	12.52	13.18
6	11.12	11.83	12.19	12.88	13.47
7	11.94	12.25	12.59	13.24	13.90
8	12.47	13.01	13.30	14.13	14.65
9	12.91	13.58	13.90	14.71	15.36
10	13.14	14.05	14.36	15.14	15.81
11	13.46	14.23	14.58	15.59	15.85
12-15	14.01	14.72	15.09	16.20	16.54
16-20	14.29	15.09	15.55	16.71	17.18
21	14.58	15.59	15.97	17.32	18.15

**CLASSIFICATIONS:**

- A. District General Office Assistant, General Instructional and Office Assistant (K-12), Prekindergarten/General Assistant, Prekindergarten/Safety Assistant, Reading Laboratory Assistant and School Receptionist
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## APPENDIX A (Continued)

### Recommended Pay Supplements

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9. An A level Assistant shall be considered for C level compensation on a case-by-case basis. A reclassification is appropriate when an ESE student requires essential or extraordinary services. Essential services will be defined as CBR restraint activities, medical feeding procedures, lifting and positioning students as directed by OT/PT, and/or direct supervision of students with Autism. Extraordinary services are defined as requiring excessive time and attention (in excess of 50% of the work day) to the extent that the duties associated with the ESE student render the position equivalent to an ESE Assistant as confirmed by the teacher and principal or program supervisor.

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**APPENDIX B--GRIEVANCE FORM (GF)**

NAME OF PERSON(S) FILING GRIEVANCE: \_\_\_\_\_

SCHOOL/DEPARTMENT: \_\_\_\_\_ JOB CLASSIFICATION: \_\_\_\_\_

NAME OF ADVOCATE, IF APPLICABLE: \_\_\_\_\_

NAME OF PERSON GRIEVANCE FILED WITH: \_\_\_\_\_

A. DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

B. SPECIFIC CONTRACT PROVISION GRIEVED:

<u>ARTICLE</u>	<u>SECTION</u>
_____	_____
_____	_____
_____	_____
_____	_____

C. STATEMENT OF GRIEVANCE (*including time, place and event leading to the grievance*)

D. RELIEF SOUGHT

\_\_\_\_\_  
*Signature of Grievant*

\_\_\_\_\_  
*Date of Filing*

E. DISPOSITION OF GRIEVANCE - LEVEL I

\_\_\_\_\_  
*Signature of Person Making Response*

\_\_\_\_\_  
*Date of Response*

RESPONSE OF GRIEVANT:

☐ I accept the above decision.

☐ I appeal the above decision.

\_\_\_\_\_  
*Signature of Grievant*

\_\_\_\_\_  
*Date of Response*

(Continued)

F. DISPOSITION OF GRIEVANCE - LEVEL II

**Distribution:** Original to Supervisor  
Copies to: Grievant/Association/Office of the Superintendent

\_\_\_\_\_  
*Signature of Person Making Response*

\_\_\_\_\_  
*Date of Response*

RESPONSE OF GRIEVANT:

☐ I accept the above decision.

☐ I appeal the above decision to  
arbitration.

\_\_\_\_\_  
*Signature of Grievant*

\_\_\_\_\_  
*Date of Response*

**APPENDIX C  
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2006. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

COLLIER COUNTY ASSOCIATION OF  
EDUCATIONAL OFFICE AND CLASSROOM  
ASSISTANT PERSONNEL

DISTRICT SCHOOL BOARD OF  
COLLIER COUNTY

Maudie Sage  
President

Dr. H. Benjamin Marlin  
Superintendent

Michel R. Bernier  
Chief Negotiator/Executive Director

Stephen M. Fain  
Chief Negotiator